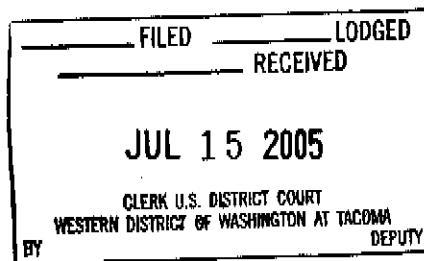


Judge Franklin D. Burgess



UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT TACOMA

CADET MANUFACTURING COMPANY,

Plaintiff,

v.

AMERICAN INSURANCE COMPANY,
ROYAL INSURANCE COMPANY OF
AMERICA f/k/a ROYAL GLOBE
INSURANCE COMPANY, EMPLOYERS
INSURANCE COMPANY OF WAUSAU,
AMERICAN GUARANTEE AND LIABILITY
INSURANCE COMPANY, FIREMAN'S
FUND INSURANCE COMPANY,
NATIONAL SURETY CORPORATION,
GRANITE STATE INSURANCE COMPANY,
CENTURY INDEMNITY COMPANY,
GREAT AMERICAN INSURANCE
COMPANY, AND AGRICULTURAL
EXCESS AND SURPLUS INSURANCE
COMPANY,

Defendants.

NO. C04-5411 FDB

STIPULATION AND ~~PROPOSED~~
ORDER RE: CADET
MANUFACTURING
COMPANY'S MOTION FOR
ORDER APPROVING
SETTLEMENT AND BARRING
CLAIMS AGAINST SETTLING
INSURERS



04-CV-05411-ORD

STIPULATION AND PROPOSED ORDER - 1
No. C04-5411 FDB

GORDON MURRAY TILDEN LLP
1001 Fourth Avenue, Suite 4000
Seattle, WA 98154
Phone (206) 467-6477
Fax (206) 467-6292

STIPULATION

WHEREAS, all parties have agreed to resolve by this Stipulation the issues raised by Cadet Manufacturing Company's ("Cadet") Motion for Order Approving Settlement and Barring Claims Against Settling Insurers ("Claim-Bar Motion");

IT IS HEREBY stipulated by the undersigned counsel for the parties as follows:

1. The Claim-Bar Motion may be GRANTED with respect to any contribution claims that may be asserted against the following settling defendants: American Insurance Company, Royal Insurance Company Of America F/K/A Royal Globe Insurance Company, Employers Insurance Company Of Wausau, American Guarantee and Liability Insurance Company, Fireman's Fund Insurance Company, National Surety Corporation, and Agricultural Excess and Surplus Insurance Company (the "Settling Defendants").

2. Neither the Claim-Bar Motion nor the Settlement Agreement and Release on which it is based shall prejudice or alter in any way: (a) defendant Granite State Insurance Company's ("Granite State") rights, defenses, or positions with respect to Cadet's claims for insurance coverage under Granite State's policies; (b) Cadet's rights, obligations, defenses, or positions with respect to Cadet's claims for insurance coverage under Granite State's policies; (c) Granite State's rights, obligations, defenses, or positions with respect to any future claims for contribution that may be asserted by defendants Century Indemnity Company ("Century") and/or Great American Insurance Company ("Great American") in connection with Cadet's claims for insurance coverage under Granite State's policies; or (d) Century's and/or Great American's rights, obligations, defenses, or positions with respect to any future claims for contribution that Century or Great American may assert against Granite State in connection with Cadet's claims for insurance coverage under Granite State's policies.

DATED this 7th day of June, 2005.

SOELA & LANG

By Steven Soha, WSBA #9415
Misty Edmundson, WSBA #296096
 Attorneys for Defendant
 Century Indemnity Company

ABBOTT & FRANGE, P.C.

By David E. Prange, WSBA #32651
Attorneys for Defendants
Great American Insurance Company and
Agricultural Excess and Surplus Insurance
Company

KARR TUTTLE CAMPBELL

By Robert A. Radcliffe, WSBA #19035
Jacquelyn A. Beatty, WSBA #17567
 Attorneys for Defendant
 American Guarantee and Liability Insurance
 Company

BARBER LAW GROUP


By Bryan M. Barber
Attorneys for Defendant
Employers Insurance of Wausau

Claim-Bar Order" within the meaning of Paragraph 2.8 of the Main Settlement Agreement.

DATED this 7th day of June, 2005.

GORDON MURRAY TILDEN LLP

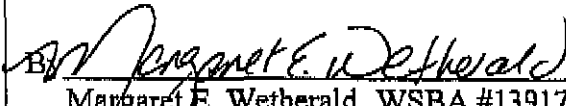
SOHA & LANG

By 
Franklin D. Cordell, WSBA #26329
Attorneys for Plaintiff
Cadet Manufacturing Company

By _____
Steven Soha, WSBA #9415
Misty Edmundson, WSBA #296096
Attorneys for Defendant
Century Indemnity Company

KELLER ROHRBACK L.L.P.

ABBOTT & PRANGE, P.C.

By 
Margaret E. Wetherald, WSBA #13917
Attorneys for Defendants
Fireman's Fund Insurance Company and
The American Insurance Company

By _____
David E. Prange, WSBA #32651
Attorneys for Defendants
Great American Insurance Company and
Agricultural Excess and Surplus Insurance
Company

CARNEY BADLEY SPELLMAN, P.S.

KARR TUTTLE CAMPBELL

By _____
Donald J. Verfurth, WSBA #15554
Neal J. Philip, WSBA #22350
Attorneys for Defendant
Granite State Insurance Company

By _____
Robert A. Radcliffe, WSBA #19035
Jacquelyn A. Beatty, WSBA #17567
Attorneys for Defendant
American Guarantee and Liability Insurance
Company

GORDON & POLSCER, L.L.C.

BARBER LAW GROUP

By _____
Joseph D. Hampton, WSBA #15297
Russell W. Pike, WSBA #17715
Attorneys for Defendant
Royal Insurance Company of America f/k/a
Royal Globe Insurance Company


By _____
Bryan M. Barber
Attorneys for Defendant
Employers Insurance of Wausau

Claim-Bar Order" within the meaning of Paragraph 2.8 of the Main Settlement Agreement.

DATED this 7th day of June, 2005.

GORDON MURRAY TILDEN LLP

SOHA & LANG

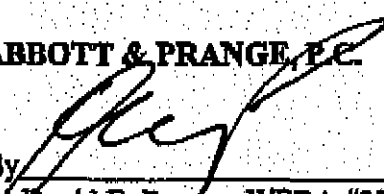
By 
 Franklin D. Cordell, WSBA #26329
 Attorneys for Plaintiff
 Cadet Manufacturing Company

By _____
 Steven Soha, WSBA #9415
 Misty Edmundson, WSBA #296096
 Attorneys for Defendant
 Century Indemnity Company

KELLER ROHRBACK L.L.P.

ABBOTT & PRANGE, P.C.

By _____
 Margaret E. Wetherald, WSBA #13917
 Attorneys for Defendants
 Fireman's Fund Insurance Company and
 The American Insurance Company

By 
 David E. Prange, WSBA #32651
 Attorneys for Defendants
 Great American Insurance Company and
 Agricultural Excess and Surplus Insurance
 Company

CARNEY BADLEY SPELLMAN, P.S.

KARR TUTTLE CAMPBELL

By _____
 Donald J. Verfurth, WSBA #15554
 Neal J. Philip, WSBA #22350
 Attorneys for Defendant
 Granite State Insurance Company

By _____
 Robert A. Radcliffe, WSBA #19035
 Jacquelyn A. Beatty, WSBA #17567
 Attorneys for Defendant
 American Guarantee and Liability Insurance
 Company

GORDON & POLSCER, L.L.C.

BARBER LAW GROUP

By _____
 Joseph D. Hampton, WSBA #15297
 Russell W. Pike, WSBA #17715
 Attorneys for Defendant
 Royal Insurance Company of America f/k/a
 Royal Globe Insurance Company


By _____
 Bryan M. Barber
 Attorneys for Defendant
 Employers Insurance of Wausau

1 Claim-Bar Order" within the meaning of Paragraph 2.8 of the Main Settlement Agreement.

2
3 DATED this 7th day of June, 2005.

4
5 GORDON MURRAY TILDEN LLP

SOHA & LANG

6
7 By 
8 Franklin D. Cordell, WSBA #26329
9 Attorneys for Plaintiff
10 Cadet Manufacturing Company
11
12

By _____
Steven Soha, WSBA #9415
Misty Edmundson, WSBA #296096
Attorneys for Defendant
Century Indemnity Company

13
14 KELLER ROHRBACK L.L.P.

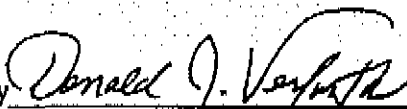
ABBOTT & PRANGE, P.C.

15
16
17 By _____
18 Margaret E. Wetherald, WSBA #13917
19 Attorneys for Defendants
20 Fireman's Fund Insurance Company and
21 The American Insurance Company
22
23

By _____
David E. Prange, WSBA #32651
Attorneys for Defendants
Great American Insurance Company and
Agricultural Excess and Surplus Insurance
Company

24 CARNEY BADLEY SPELLMAN, P.S.

KARR TUTTLE CAMPBELL

25
26 By 
27 Donald J. Vezurth, WSBA #15554
28 Neal J. Philip, WSBA #22350
29 Attorneys for Defendant
30 Granite State Insurance Company
31
32

By _____
Robert A. Radcliffe, WSBA #19035
Jacquelyn A. Beatty, WSBA #17567
Attorneys for Defendant
American Guarantee and Liability Insurance
Company

33
34 GORDON & POLSCER, L.L.C.

BARBER LAW GROUP

35
36
37 By _____
38 Joseph D. Hampton, WSBA #15297
39 Russell W. Pike, WSBA #17715
40 Attorneys for Defendant
41 Royal Insurance Company of America f/k/a
42 Royal Globe Insurance Company
43
44
45

By _____
Bryan M. Barber
Attorneys for Defendant
Employers Insurance of Wausau

SOHA & LANG

By Steven Soha, WSBA #9415
Misty Edmundson, WSBA #296096
 Attorneys for Defendant
 Century Indemnity Company

ABBOTT & PRANGE, P.C.

By David E. Prange, WSBA #32651
Attorneys for Defendants
Great American Insurance Company and
Agricultural Excess and Surplus Insurance
Company

KARR TUTTLE CAMPBELL

By Robert A. Radcliffe
Robert A. Radcliffe, WSBA #19035
Jacquelyn A. Beatty
Jacquelyn A. Beatty, WSBA #17567
Attorneys for Defendant
American Guarantee and Liability Insurance
Company

BARBER LAW GROUP

By Bryan M. Barber
Attorneys for Defendant
Employers Insurance of Wausau

Claim-Bar Order" within the meaning of Paragraph 2.8 of the Main Settlement Agreement.

DATED this 7th day of June, 2005.

GORDON MURRAY TILDEN LLP

SOHA & LANG

By



Franklin D. Cordell, WSBA #26329
Attorneys for Plaintiff
Cadet Manufacturing Company

By

Steven Soha, WSBA #9415
Misty Edmundson, WSBA #296096
Attorneys for Defendant
Century Indemnity Company

KELLER ROHRBACK L.L.P.

ABBOTT & PRANGE, P.C.

By

Margaret E. Wetherald, WSBA #13917
Attorneys for Defendants
Fireman's Fund Insurance Company and
The American Insurance Company

By

David E. Prange, WSBA #32651
Attorneys for Defendants
Great American Insurance Company and
Agricultural Excess and Surplus Insurance
Company

CARNEY BADLEY SPELLMAN, P.S.

KARR TUTTLE CAMPBELL

By

Donald J. Verfurth, WSBA #15554
Neal J. Philip, WSBA #22350
Attorneys for Defendant
Granite State Insurance Company

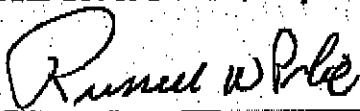
By

Robert A. Radcliffe, WSBA #19035
Jacquelyn A. Beatty, WSBA #17567
Attorneys for Defendant
American Guarantee and Liability Insurance
Company

GORDON & POLSCER, L.L.C.

BARBER LAW GROUP

By


Joseph D. Hampton, WSBA #15297
Russell W. Pilce, WSBA #17715
Attorneys for Defendant
Royal Insurance Company of America f/k/a
Royal Globe Insurance Company

By

Bryan M. Barber
Attorneys for Defendant
Employers Insurance of Wausau

1 Claim-Bar Order" within the meaning of Paragraph 2.8 of the Main Settlement Agreement.

2
3 DATED this 7th day of June, 2005.

4
5 GORDON MURRAY TILDEN LLP

6 SOHA & LANG

7 By [Signature]
8 Franklin D. Cordell, WSBA #26329

9 By [Signature]
10 Steven Soha, WSBA #9415
11 Misty Edmundson, WSBA #296096
12 Attorneys for Defendant
13 Century Indemnity Company

14 KELLER ROHRBACK L.L.P.

15 ABBOTT & PRANGE, P.C.

16 By [Signature]
17 Margaret E. Wetherald, WSBA #13917
18 Attorneys for Defendants
19 Fireman's Fund Insurance Company and
20 The American Insurance Company

21 By [Signature]
22 David E. Prange, WSBA #32651
23 Attorneys for Defendants
24 Great American Insurance Company and
25 Agricultural Excess and Surplus Insurance
26 Company

27 CARNEY BADLEY SPELLMAN, P.S.

28 KARR TUTTLE CAMPBELL

29 By [Signature]
30 Donald J. Verfurth, WSBA #15554
31 Neal J. Philip, WSBA #22350
32 Attorneys for Defendant
33 Granite State Insurance Company

34 By [Signature]
35 Robert A. Radcliffe, WSBA #19035
36 Jacquelyn A. Beatty, WSBA #17567
37 Attorneys for Defendant
38 American Guarantee and Liability Insurance
39 Company

40 GORDON & POLSCER, L.L.C.

41 BARBER LAW GROUP

42 By [Signature]
43 Joseph D. Hampton, WSBA #15297
44 Russell W. Pike, WSBA #17715
45 Attorneys for Defendant
46 Royal Insurance Company of America f/k/a
47 Royal Globe Insurance Company

48 By [Signature]
49 Bryan M. Barber
50 Attorneys for Defendant
51 Employers Insurance of Wausau

CARON, CONSTANTS & WILSON

By Sherry L. Pantages (per telephone
Attorneys for Defendants *authority*)
Fireman's Fund Insurance Company,
American Insurance Company, and National
Surety Corporation

ORDER

Based upon the above Stipulation,

IT IS HEREBY ORDERED that:

1. The Claim-Bar Motion is GRANTED with respect to any contribution claims that may be asserted against the Settling Defendants; and any and all actual or alleged insurers of Cadet are hereby enjoined from bringing any suit, proceeding, or claim for contribution against any or all such Settling Defendants.
2. Neither the Claim-Bar Motion nor the Settlement Agreements shall prejudice or alter in any way: (a) defendant Granite State's rights, defenses, or positions with respect to Cadet's claims for insurance coverage under Granite State's policies; (b) Cadet's rights or positions with respect to Cadet's claims for insurance coverage under Granite State's policies; (c) Granite State's rights, defenses, or positions with respect to any claims for contribution that may be asserted against Granite State by defendants Century and/or Great American in connection with Cadet's claims for insurance coverage under Century's and/or Great American's policies; (d) Century's and/or Great American's rights, defenses, or positions with respect to any claims for contribution that may be asserted by Granite State against Century and/or Great American in connection with Cadet's claims for insurance coverage under the Granite State policies; (e) Century's and/or Great American's rights or positions with respect to any claims for

1 contribution that Century or Great American may assert against Granite State in connection with
2
3 Cadet's claims for insurance coverage under Century's or Great American's policies; or (f)
4
5 Granite State's rights or positions with respect to any claims for contribution that Granite State
6
7 may assert against Century and/or Great American in connection with Cadet's claims for
8
9 insurance coverage under Granite State's policies.
10

11 3. Approval of the Settlement Agreements shall not confer any rights or benefits
12
13 upon the Port of Vancouver, nor shall it be deemed a comment upon any rights or benefits
14
15 possessed by the Port of Vancouver.
16

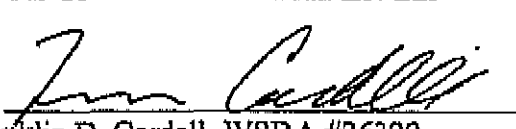
17 4. This Stipulation and Order constitutes a "Final Claim-Bar Order" within the
18
19 meaning of Paragraph 2.8 of the Main Settlement Agreement.
20

21 DATED this 15 day of July, 2005.
22
23
24
25
26


27 The Honorable Franklin D. Burgess
28 United States District Court Judge
29
30

31 Presented by:
32

33 GORDON MURRAY TILDEN LLP
34

35 By 
36 Franklin D. Cordell, WSBA #26329
37 Attorneys for Plaintiff
38 Cadet Manufacturing Company
39
40
41
42
43
44
45